



PATENT
Customer No. 22,852
Attorney Docket No. 4853.0023-02

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
Y. Sakagami et al.) Group Art Unit: 1654
Serial No.: 10/051,098) Examiner: Gupta, A.
Filed: January 22, 2002)
For: PLANT GROWTH FACTOR)
)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

TERMINAL DISCLAIMER

Assignee, Kyowa Hakko Kogyo Co., Ltd., duly organized under the laws of Japan and having its principal place of business at 6-1, Ohtemachi 1-chome, Chiyoda-ku, Tokyo 100 Japan, represents that it is the assignee of the entire right, title and interest in and to the above-identified application, Application No. 10/051,098, filed January 22, 2002 for Plant Growth Factor in the names of Sakagami *et al.*, as indicated by assignment(s) duly recorded in the United States Patent and Trademark Office at Reel 9220, Frame 0019 on June 2, 1998. Assignee, Kyowa Hakko Kogyo Co., Ltd., further represents that it is the assignee of the entire right, title and interest in and to parent application U.S. Patent No. 6,004,906, as indicated by assignment(s) also duly recorded in the United States Patent and Trademark Office at Reel 9220, Frame 0019 on June 2, 1998.

To obviate a double patenting rejection, Assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior patent No. 6,004,906. Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the Assignee, its successors or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of \$110.00 is being filed with this disclaimer.

If a check for the required fee is not filed concurrently herewith or if there are any additional fees due in connection with the filing of this Terminal Disclaimer, please charge the fees to our Deposit Account No. 06-0916. If a fee is required for an

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extension of time under 37 C.F.R. § 1.136 not accounted for above, such an extension is requested and the fee should also be charged to Deposit Account No. 06-0916

The undersigned is authorized to act on behalf of assignee, Kyowa Hakko Kogyo Co., Ltd.

I hereby declare that all statements made of my own knowledge and belief are true and that all statements made on information and belief are believed to be true and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

By:



Name: Yuzuru Matsuda
Title: President
Assignee: Kyowa Hakko Kogyo Co., Ltd.

Dated: September 10, 2003